

**VOIP PRODUCT AND SERVICES**  
**TERMS AND CONDITIONS**  
**(LEASED EQUIPMENT)**

THESE VOIP PRODUCT AND SERVICES TERMS AND CONDITIONS (these "Terms") are the only terms that govern the provision of products and services Unified Global Solutions, LLC ("UGS") to the customer ("Customer") in the quote or order form executed between Customer and UGS (the "Order"). "Party" or "Parties" shall mean, individually, UGS or Customer as the context requires and, collectively, UGS and Customer.

The Order and these Terms (collectively, the "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms/ shall govern unless the Order expressly states that the terms and conditions of the Order shall control.

**1. Definitions.**

For purposes of this Agreement, the terms below shall have the following meanings whenever capitalized:

"Claim(s)" shall mean any and all alleged or actual actions, causes of action (whether in tort, agreement or strict liability, and whether in law, equity, statutory or otherwise), claims, damages, judgments, lawsuits, legal proceedings, liability, litigation, losses, sanctions, settlement payments, costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorneys' fees and costs (whether or not suit is brought).

"Documentation" shall mean, in digital, printed or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, Specifications and any other supporting documentation, related to the VOIP Services and VOIP Equipment.

"Installation Services" shall mean professional services such as installation, implementation, training, and other services performed by UGS or its contractors for Customer pursuant to the terms set forth in this Agreement.

"Intellectual Property Rights" shall mean any and all right, title and interest, arising or existing as of the Effective Date or at any time thereafter, anywhere in the world, including, but not limited to, all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret or other proprietary right arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty in any technology, system, invention, discovery, know how process, method, information, medium or content, including, but not limited to, text, print, pictures, photographs, video, marks, logos, designs, drawings, artistic and graphical works, music, speech, computer software and documentation, any other works of authorship and any form, method or manner of expression or communication now known or hereinafter becoming known.

"Specifications" shall mean written descriptions of VOIP Services and VOIP Equipment.

"Support Services" means any trouble-shooting or assistance that is needed in support of the VOIP Services or VOIP Equipment, as determined by UGS in its reasonable discretion.

"VOIP Equipment" means any device, hardware, or other type of machine used to receive and operate the VOIP Services supplied by UGS hereunder for use by Customer and any parts thereof, all as described in an Order.

"VOIP Services" means the hosted and voice over internet protocol-based services supplied by UGS hereunder for use by Customer, including delivery of voice communications over internet protocol (IP) networks, delivery of multimedia sessions over IP networks, delivery of voice communications, Installation Services and Support Services, all as described in an Order.

**2. Rights and Restrictions of VOIP Services.**

a. VOIP Services Grant; Limitations. Subject to Customer's fulfillment of its payment obligations, UGS hereby grants to Customer a nonexclusive, non-transferable, revocable right to access and use VOIP Services and VOIP Equipment in the United States as permitted herein and in accordance with the Documentation. In no event shall UGS be obligated to provide any services or equipment other than those expressly set forth herein or any a signed Order. Additionally, UGS shall not be responsible for any suspension or termination in the VOIP Services for, nor shall UGS be liable to correct or repair any suspension of VOIP Services that results from, (i) Customer's violation of this Agreement; (ii) any unauthorized use of the VOIP Services, (iii) any failure of Customer's internet connectivity, (iv) except as expressly set forth in Section 5.b, any failure, interruption, outage or other problem with any software, hardware, system, network, facility, products, documentation, data, consent, equipment or components

provided or supplied by parties other than UGS, or (v) any unlawful activity by Customer.

b. **Restrictions.** Except as set forth in this Agreement, Customer will not, and will not permit its authorized users to: (a) reverse engineer, decompile, disassemble, or modify the VOIP Equipment or VOIP Services; (b) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the VOIP Equipment or VOIP Services; (c) use the VOIP Equipment or VOIP Services in any way that is in violation of any law or threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or intended to provide services or process data for the primary benefit of a third party other than Customer (including for telemarketing, auto-dialing or SMS mass messaging); or (d) use the VOIP Equipment or VOIP Services other than in accordance with this Agreement and all applicable laws and regulations.

c. **Ownership.** Customer does not own the VOIP Equipment and understands UGS and/or its assignee partner is making such available on a rental basis. Accordingly, UGS and/or its assignee will retain a security interest in all VOIP Equipment. UGS or its assignee may file, at any time, a copy of this Agreement or other materials associated with this Agreement with appropriate governmental authorities as a financing statement in order to perfect UGS's security interest under the Uniform Commercial Code ("UCC"). Customer agrees to execute, from time to time, any UCC financing statements or other documents considered by UGS to be necessary to perfect or protect its security interest in the VOIP Equipment.

d. **Intellectual Property.** All Intellectual Property Rights in and to all VOIP Services and Documentation shall be owned by UGS.

### **3. Delivery and Acceptance.**

a. **Delivery of VOIP Services.** UGS will make VOIP Services and VOIP Equipment available to Customer on the delivery date identified in the Order.

b. **Installation Services.** UGS, at its own expense, will ship and provide Installation Services for VOIP Equipment at Customer's designated location, as set forth in an Order accepted by UGS.; provided that if Customer does not qualify for credit with the lessor of the VOIP Equipment, UGS will bill Customer for the Installation Services at the rate of \$130 per hour.

c. **Acceptance.** VOIP Services and VOIP Equipment shall be deemed accepted by Customer upon installation by UGS unless otherwise expressly provided in an applicable Order.

### **4. Fees, Payments and Accounting Matters.**

a. **Managed Service Fee.** The Managed Service Fee set forth in the Order Form is for 10,000

minutes per month. Additional minutes will be billed to the Customer at a rate of up to \$0.003 per minute.

b. **Fees and Payment.** Customer shall pay to UGS the fees set forth in the Order on or before the respective due date set forth in each Order or, if no due date is set forth in the applicable Order, within 10 days following the delivery of an invoice therefor. Additionally, except as expressly set forth herein or in the Order, Customer shall reimburse UGS for all reasonable expenses incurred in accordance with the Order.

c. **Late Payment Charges.** If Customer does not pay the applicable fees within ten (10) days of the applicable payment date, Customer agrees to pay a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. If Customer does not pay the applicable fees within thirty (30) days of the payment date, Customer agrees to accrue an interest of 1.5% per month after payment date, not to exceed the maximum legal amount, until the applicable fees are paid. In addition to all other remedies available under this Agreement or at law (which UGS does not waive by the exercise of any rights hereunder), UGS shall be entitled to suspend the provision of any VOIP Services and Services if the Customer fails to pay any amounts when due hereunder.

d. **Payment Disputes.** Customer must notify UGS before ten (10) days of receipt of an invoice of any errors or disputed charges in such invoice. If timely notice of billing errors or disputed charges is not given, Customer waives any claim with respect to such invoice (which will be final and binding upon Customer) and UGS has no obligation to correct any such error or make any adjustments with respect to any such disputed charge.

e. **Taxes.** If UGS is required to pay or collect any federal, state, local, foreign value added, goods and services, or any other similar taxes or duties based on VOIP Services and/or VOIP Equipment provided under this Agreement, then such taxes and/or duties shall be invoiced to and paid by Customer pursuant to the terms herein; provided, however, that Customer shall not be required to pay any taxes based on UGS's net income.

### **5. Warranties.**

a. **Mutual.** Each Party represents and warrants to the other Party that (i) such Party has full power and authority to enter into and deliver this Agreement and to perform its obligations hereunder without any further ratification or approval; (ii) this Agreement constitutes the legal, valid and binding obligations of such Party; (iii) neither the entry into and delivery of this Agreement by such Party nor the consummation by such Party of the transactions contemplated hereby will violate or conflict with any obligation, contract, lease or license to which such Party is bound; (iv) such Party has the right, power and

authority to grant the rights and licenses hereunder free and clear of any claims, liens and encumbrances; and (v) such Party shall comply with all federal, state, local and, if applicable, foreign laws, rules and regulations.

b. UGS; Exclusive Remedy. UGS warrants that: (i) VOIP Services (other than the Support Services) and VOIP Equipment will conform to the descriptions set forth in the Documentation in all material respects, and (ii) those portions of UGS's systems, connections and facilities utilized to provide VOIP Services, and any back-ups or redundancies thereof, shall be operable to provide the VOIP Services no less than 99.999% of the time Customer utilizes the VOIP Services; provided, however, that this warranty does not apply to the operability or availability of the VOIP Equipment or any portions of the systems, connections or facilities of Customer or any third party or system outside of UGS's control that may be necessary for Customer to utilize such VOIP Services. Customer's exclusive remedy for breach of this Section 5.b shall be for UGS to so re-perform the non-conforming VOIP Services and/or repair or replace (with like equipment) the non-conforming VOIP Equipment, in each case as elected in UGS's sole discretion.

c. Equipment Warranty. Subject to Section 5.b, if any VOIP Equipment is subject to warranties provided by the supplier or manufacturer of such hardware or software, UGS warrants the performance during the Term of such hardware or software (but specifically excluding any upgrades or additions thereto) to the same extent as, and subject to the same limitations as, the supplier or manufacturer (provided that the duration of UGS's warranty shall be for the Term) and, to the extent permissible, transfers such warranties to Customer.

d. EXCLUSIVE REMEDY. CUSTOMER'S EXCLUSIVE REMEDY FOR A BREACH OF SECTIONS 5.B OR 5.C SHALL BE FOR UGS TO RE-PERFORM THE NON-CONFORMING VOIP SERVICES AND/OR REPAIR OR REPLACE THE NON-CONFORMING VOIP EQUIPMENT, IN EACH CASE AS ELECTED BY UGS IN ITS SOLE DISCRETION.

e. WARRANTY DISCLAIMER. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (EACH OF WHICH IS DISCLAIMED), INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UGS MAKES NO WARRANTY, AND SHALL HAVE NO WARRANTY OBLIGATION, WITH RESPECT TO SUPPORT SERVICES SET FORTH IN SECTION 6.A OR FOR VIOLATION OF USE RESTRICTIONS IN SECTION 2.B.

## 6. Support Services.

a. Support Services. During the Term, UGS, at no charge, shall provide the Support Services to Customer. Customer may contact UGS at (214) 838-1378 (ext. 2) at any time to request Support Services. Customer may be asked to leave a phone number and will receive a return phone call to schedule the Support Services. Notwithstanding, if UGS is required to provide in-person Support Services in connection with any issue that is not covered by UGS's warranties hereunder, UGS reserves the right to bill Customer at the rate of \$130 per hour (in addition to reimbursement of any out of the pocket expenses incurred in connection with such service call).

## 7. Customer Obligations. Customer shall:

a. Respond promptly to any reasonable requests from UGS for instructions, information, or approvals required by UGS to provide the VOIP Services.

b. Cooperate with UGS in the performance of its obligations hereunder provide access to Customer's premises, employees, contractors, and equipment as required to enable UGS to fulfill its obligations.

c. Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in UGS's provision of the VOIP Services.

d. Maintain and operate in good repair, all systems through which the VOIP Services or VOIP Equipment are accessed or used

e. Use and maintain the VOIP Equipment in a reasonable manner and in compliance with all manufacturer and supplier specifications, and not intentionally or negligently damage the VOIP Equipment.

## 8. Confidential Information.

a. Obligations. Both Parties acknowledge that either Party may receive (the "Receiving Party") Confidential Information from the other Party (the "Disclosing Party") during the Term, and such Confidential Information will be deemed to have been received in confidence and will be used only for purposes of this Agreement. The Receiving Party shall use the Disclosing Party's Confidential Information only to perform its obligations under this Agreement and disclose the Disclosing Party's Confidential Information only to the Receiving Party's personnel having a need to know the information for the purpose of this Agreement. The Receiving Party shall treat the Confidential Information as it does its own valuable and sensitive information of a similar nature and, in any event, with not less than a reasonable degree of care. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential

Information (provided, however, that Receiving Party may retain copies of Confidential Information that are stored on Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof), and the obligation of confidentiality shall continue for three (3) years from the expiration or termination of this Agreement; provided, however, the Receiving Party shall keep (i) any personally identifiable information ("PII") confidential as required by any applicable law; and (ii) any trade secrets of the Disclosing Party confidential as long as such information is deemed a trade secret.

b. Definition. "Confidential Information" includes, without limitation, (i) all information communicated by the Disclosing Party that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure; (ii) all information identified as confidential to which Receiving Party has access in connection with the subject matter hereof, whether before or after the Effective Date; and (iii) this Agreement, and shall include without limitation (A) all trade secrets, (B) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (C) information relating to business plans, sales or marketing methods and customer lists or requirements.

c. Exceptions. The obligations of either Party under this Section 8 will not apply to information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality; (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; provided, however, PII remains subject to confidentiality obligations regardless of its availability to the public or availability through unauthorized disclosure; (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to the Confidential Information of the other Party.

d. Disclosure by Law. In the event the Receiving Party is required by law, regulation, stock exchange requirement or legal process to disclose any of the Confidential Information, the Receiving Party agrees to (i) give Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order, and (ii) limit the disclosure to minimum amount that is legally required to be disclosed.

## 9. Term and Termination.

a. Term. Subject to earlier termination as set forth herein, this Agreement shall continue as long as any Order remains outstanding ("Term").

b. Termination for Breach. If (i) Customer fails to pay UGS all applicable fees within ten (10) days of its due date, (ii) Customer breaches any term of this Agreement or Customer's lease (or other financing arrangement) for the VOIP Equipment (an "Equipment Lease"), or (iii) the Equipment Lease terminates prior to Customer paying all amounts due thereunder, Customer will be in default. If Customer is in default, UGS may terminate this Agreement and may require Customer to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining payments under the Agreement, and an interim rent and residual value of the VOIP Equipment, as determined by UGS, discounted at an annual rate of 3%; (b) return all of the VOIP Equipment; (c) allow UGS to repossess or disable the VOIP Equipment, at Customer's expense; (d) reimburse UGS for its expenses incurred in the collection or servicing of this Agreement and its attorney's fees and costs relating to addressing the default; and/or (e) use any and all remedies available to UGS under applicable law. UGS may apply any security deposits to Customer obligations.

c. Termination in Event of Insolvency or Bankruptcy. Either Party may terminate this Agreement upon written notice to the other Party in the event (i) the other Party files a petition for bankruptcy or is adjudicated a bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not dismissed within thirty (30) calendar days; (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other Party discontinues its business; or (v) a receiver is appointed for the other Party or its business.

d. Effect of Termination. Upon any termination of this Agreement, all licenses granted to Customer allowing for use of the VOIP Equipment and VOIP Services will immediately terminate.

e. Survival. The rights and obligations of the Parties set forth in this Section 9 and in Sections 2.b-d, 5.e, 8 and 10-14, will survive any termination or expiration of this Agreement.

10. Indemnification. Customer shall defend, indemnify and hold harmless UGS and its successors, assigns, officers, directors, employees, agents, and representatives ("Indemnitee") from and against any and all Claims asserted against, imposed upon or incurred by an Indemnitee due to arising out of or relating to the VOIP Services on the VOIP Equipment or Customer's breach of this Agreement, in each case except to the extent arising out of UGS's gross negligence, intentional misconduct or material breach of this Agreement.



**11. Limitation Of Liability.**

IN NO EVENT SHALL UGS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT UGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL UGS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF SERVICE FEES ACTUALLY PAID BY CUSTOMER TO UGS PURSUANT TO THE APPLICABLE ORDER DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**12. Jurisdiction And Venue; Choice Of Law.**

a. Governing Law. The Parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to any conflict of law provisions.

b. Jurisdiction. The Parties agree that in any dispute exclusive jurisdiction and venue shall be in the state and federal courts located in Dallas County, Texas. The Parties mutually acknowledge and agree that they shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing. The Parties acknowledge that they have read and understand this Section 12 and agree voluntarily to its terms.

**13. Insurance.**

a. Insurance. During the Term, Customer bears all risk of loss or damage to VOIP Equipment until VOIP Equipment is returned to UGS. Customer must obtain and maintain property and liability insurance on the VOIP Equipment for the full replacement value thereof, at its own cost and expense, in full force and effect during the Term.

b. Insurance Procedures. Customer shall name UGS as a payee and additional insured on all such insurance required in this Section 13. If Customer does not provide UGS with proof of such insurance, UGS may obtain such insurance on the VOIP Equipment. If UGS obtains such insurance, Customer must reimburse UGS

for the cost of such insurance and an administrative fee determined by UGS.

**14. General.**

a. Assignment. Customer may not assign (whether directly or indirectly, by operation of law or otherwise) this Agreement, or any of its respective rights or obligations hereunder, without the prior written consent of UGS. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

b. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a Party at the address set forth on the Order Form (or such other address as a Party may designate from time to time in accordance with this Section). Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission or receipt requested), if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

d. Integrated Agreement. This Agreement, including the Orders and all exhibits referenced herein, constitutes the complete integrated agreement between the Parties concerning the subject matter hereof. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety. In the event of a conflict between the terms of this Agreement and any Order, the terms of this Agreement shall control unless the Order expressly provides that it will override this Agreement.

e. Amendments. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either Party unless mutually assented to in writing by authorized representatives of both Parties.

f. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by either Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any

way affect the ability of a Party to enforce each and every such provision thereafter.

g. Severability. If any provision of this Agreement is adjudged by a court to be invalid, void or unenforceable, the Parties agree that the remaining provisions of this Agreement shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the Parties, and that this Agreement shall in any event otherwise remain valid and enforceable.

h. Independent Contractors. Customer and UGS are acting hereunder as independent contractors. Customer shall not be considered or deemed to be an agent, employee, joint venture or partner of UGS. Customer's personnel shall not be considered employees of UGS, shall not be entitled to any benefits that UGS grants its employees and shall have no authority to act or purport to act on UGS's behalf. If any federal, state or local government agency, any court or any other applicable entity determines that any such personnel of Customer is an employee of UGS for any purpose, Customer shall indemnify, defend and hold harmless UGS, its officers and directors from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) associated with such determination. Customer shall be responsible for the conduct of its personnel. Neither Customer nor UGS has the right, and shall not seek, to exercise any control over the other Party. Each Party shall be solely responsible for hiring, firing, promoting, demoting, rates of pay, taxes, benefits and other terms and conditions in regard to its own personnel.

i. Injunctive Relief. Unless otherwise specified in this Agreement, all rights, remedies and powers of a Party are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws now existing or hereafter enacted. Each Party acknowledges and agrees that if it breaches any obligations hereunder, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy, and that in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party and to enforce this Agreement, and the breaching Party hereby waives any and all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and waives any requirement for the securing or posting of any bond in connection with such remedy.

j. Further Assurances. Each Party agrees that it shall, from and after the date of this Agreement, execute and deliver such other documents

and take such other actions as may reasonably be requested to effect the transactions contemplated hereunder.

k. Interpretation. The Parties acknowledge that they have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular and all words in any gender shall extend to and include all genders.

l. Counterparts. This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. The Parties consent to use of facsimile, electronic and/or digital signatures in the execution of this Agreement and the same shall be binding upon the Parties as if they were an original signature. Facsimile, electronic and digital copies of the Agreement, including properly executed PDF versions of the Agreement, shall be regarded as an original instrument by the Parties.

m. **Dispute Resolution** **Any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance, or breach of this Agreement, will be settled by arbitration to be held in Dallas, Texas, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in the dispute or controversy. The decision of the arbitrator will be final, conclusive, and binding on the Parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party's actual attorneys' fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred in connection with arbitration and enforcement of the judgment.**

n. Force Majeure. UGS shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of UGS including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's

workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

o. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

p. No Assignment Rights in Bankruptcy. If a bankruptcy, receivership or similar proceeding is commenced by or against Customer, or if Customer becomes subject to control of a trustee, Customer may not assign, sell, sublease, assume or otherwise transfer any Intellectual Property Rights in the VOIP Equipment or the VOIP Services.